

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		04/16/2020	Bank: UNITED STATES:
RECEIVING PARTY DATA			
Name:	SUPERVALU LICENSING, LLC		
Street Address:	11840 Valley View Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3606038	MORE WAYS TO SAVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	401-528-8634		
Email:	robert.knychalski@unfi.com		
Correspondent Name:	Robert Knychalski		
Address Line 1:	313 Iron Horse Way		
Address Line 4:	Providence, RHODE ISLAND 02908		
NAME OF SUBMITTER:	Kristina Kepner		
SIGNATURE:	/KK/		
DATE SIGNED:	04/17/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (this “Release”) is made as of April 16, 2020 (“Effective Date”) from GOLDMAN SACHS BANK USA as collateral agent (the “Collateral Agent”) for the Secured Parties, to SUPERVALU LICENING, LLC, a Delaware corporation (the “SUPERVALU”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement and the Trademark Security Agreement referred to herein.

WHEREAS, UNITED NATURAL FOODS, INC., a Delaware corporation (the “Borrower”), the financial institutions party thereto from time to time as lenders (collectively, “Lenders”) and GOLDMAN SACHS BANK USA a national banking association, as administrative agent for the Lenders (“Administrative Agent”) and as collateral agent have entered into the Term Loan Agreement dated as of October 22, 2018 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the Hedge Banks to enter into Secured Hedge Agreements upon terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make the Loans and Hedge Banks to enter into the Secured Hedge Agreements.

WHEREAS, in connection with the Security Agreement, UNITED NATURAL FOODS, INC., BLUE MARBLE BRANDS, LLC, NATURAL RETAIL GROUP, INC., TONY’S FINE FOODS, UNFI CANADA, INC., SUPERVALU, INC., ASSOCIATED GROCERS OF FLORIDA, INC., HORNBACHER’S INC., SHOPPERS FOOD WAREHOUSE CORP., SUPERVALU HOLDINGS, INC., SUPERVALU LICENSING, LLC, SUPERVALU PHARMACIES, INC., UNIFIED GROCERS, INC. and W. NEWELL & CO., LLC (“Grantors”) and Collateral Agent have entered into a certain Trademark Security Agreement dated as of October 22, 2018 (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the “Trademark Security Agreement”) pursuant to which the Grantors assigned and pledged to the Collateral Agent, for its benefit and the retable benefit of the Lenders and Hedge Banks, a continuing security interest in certain Collateral, including the Trademark of SUPERVALU, a Grantor, set forth on Schedule A attached hereto (“SUPERVALU’S Trademark”).

WHEREAS, that certain Trademark Security Agreement, dated October 22, 2018, was recorded with United States Patent and Trademark Office on October 25, 2018 at Reel 64 65, Frame 0883.

NOW, THEREFORE, without recourse and without representation and warranty and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates, cancels and releases any and all security interests it has against SUPERVALU’s Trademark, (ii) reassigns and transfers to SUPERVALU all right, title and interest that Collateral Agent may have in SUPERVALU’s Trademark, and (iii) terminates the Trademark Security Agreement, as well as the Security Agreement with respect to SUPERVALU’s Trademark.

The Collateral Agent shall provide to the SUPERVALU, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by SUPERVALU to more fully and effectively effectuate the purposes of this Release at the sole expense of the SUPERVALU.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York, without regard to any conflicts of laws principles that would require or permit the laws of any other jurisdiction to apply.

The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly Authorized representative as of the Effective Date.

GOLDMAN SACHS BANK USA,
As Collateral Agent

By:
Name:
Title:



Joseph Tsong
Authorized Signatory

SCHEDULE A

Registered owner/Grantor	Trademark	Registration No. or Application No.
SUPERVALU LICENSING LLC	MORE WAYS TO SAVE	77584354